# AGREEMENT FOR THE PROVISION OF [●] SERVICES

**DATE:**

**MADE BETWEEN:**

(1) **[REGISTERED NAME]**of [registered office or principal place of business if unregistered] (the “Supplier” also referred to as “You” or “you” in this Agreement); and

(2) **THE GOVERNING BODY OF [SCHOOL]** of [ADDRESS] (the “Governing Body” also referred to as “We” or “we” in this Agreement).

The parties agree that this Agreement is made up of:-

**SPECIFIC TERMS**

**GENERAL TERMS AND CONDITIONS**

**APPENDIX 1 – SPECIFICATION** [including Safeguarding Policies]

[SUPPLIERS PROPOSAL DATED ]

[list any other documents to be included]

**SPECIFIC TERMS**

|  |  |
| --- | --- |
| **Authorised Officer** | [name and contact details], who is your primary contact in the Governing Body |
| **Deliverables** | Any outputs of the Services and any other documents or materials provided by the Supplier to the Governing Body as specified in Appendix 1 – Specification |
| **Description of Services to be provided** | [enter brief description of Services] as set out in more detail in Appendix 1 – Specification |
| **Fee (excluding VAT)** | £[●] which we will pay to you in the instalments and intervals set out in the Payment Periods |
| **Governing Body Rules** | Means all relevant Governing Body policies, rules, codes, procedures, orders and codes of practice |
| **Indexation** | Clause 3.7 will not apply to this Agreement  ~~Clause 3.7 (a) will apply to this Agreement~~  ~~Clause 3.7(b) will apply to this Agreement~~  ~~Clause 3.7 will be replaced with the following clause:-~~ |
| **Insurance** | The minimum amount of cover required for this Agreement is:-  Employers Liability Insurance: £10m ~~[other]~~  Public Liability Insurance: £5m ~~[other]~~  Professional Indemnity Insurance: £5m ~~[other]~~ |
| **Law** | The laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier is bound to comply including any subsequent amendments or comparable Law. The laws of England and |
| **Liability** | Clause 6.3 will not apply to this Agreement  Clause 6.3 will apply to this Agreement and the liability cap level shall be £ [●] |
| **Local Authority** | Southwark Council, being the local authority responsible for the School and as whose agent the Governing Body makes payment of any delegated budget under this Agreement. |
| **London Living Wage** | Clause 4.9: London Living Wage is ~~[is not]~~ applicable |
| **Monitoring** | Clause 5.4 (a) applies [or] Clause 5.4 (b) applies and the specific reporting requirements are [●] |
| **Payment Periods** | Quarterly in arrears ~~[~~*~~advance~~*], as follows:  25% of the Fee £[●] on [●];  25% of the Fee £[●] on [●];  25% of the Fee £[●] on [●];  25% of the Fee £[●] on [●]; |
| **Period of Appointment** | from the Start Date until [end date] OR [until completion of the Services] unless terminated early or extended by mutual agreement |
| **Suppliers’ Representative** | [name and contact details], who has overall responsibility for the management of this Agreement |
| **Safeguarding** | Clause 4.7 (Safeguarding) is/is not applicable |
| **School** | [name of school] which is a Maintained School as defined in s20 School Standards and Framework Act 1998 |
| **Service of Notices** | Governing Body’s email address for service of notices is:  Supplier’s email address for service of notices is: |
| **Staff** | Clause 4.6 (Staff) – the period for removing and replacing a notified member of staff under this clause is 7 days ~~[\* days].~~ |
| **Start Date** | [enter date] |
| **Timetable** | [insert any key stages] You will provide the services in accordance with the timetable unless agreed in writing in advance by the Governing Body. Persistent failure to meet agreed timescales may amount to a material breach of this Agreement. |

References to “the Supplier” in this Agreement includes anyone engaged or employed directly or indirectly by you or any sub-contractor to provide or manage these Services and the Supplier’s obligations under this Agreement, including any sub-contractor, volunteer, licensee or employee.

References to “staff” or “employees” in this Agreement includes where appropriate volunteers providing these Services.

Any square brackets in this Agreement shall be deemed to be deleted.

**IN WITNESS** the parties have entered into this Agreement by signature of their respective duly authorised representatives.

|  |  |
| --- | --- |
| Signed by: | Signed by: |
| Position: | Position: |
| Signature: | Signature: |
| FOR AND ON BEHALF OF THE  GOVERNING BODY | FOR AND ON BEHALF OF THE  GOVERNING BODY |
| Signed by: | Signed by: |
| Position: | Position: |
| Signature: | Signature: |
| FOR AND ON BEHALF OF  THE SUPPLIER | FOR AND ON BEHALF OF  THE SUPPLIER |